

Terms and Conditions

Federal Truth in Lending Disclosure and Customer Agreement

In this Agreement, the words "you" and "your" refer to the person(s) who are contractually liable for any debt owed under the Account. If there are two or more such persons, each of them agree to be fully liable for any debt owed under the Account individually (severally) and together (jointly).

You agree with Bank as follows:

1. **Definitions.** In relation to your Account and this Agreement, the following words shall have the meaning indicated:

"Account" means the Visa Credit Card open end line of credit account approved by Credit Union for your use.

"Agreement" means this Visa Borrower Agreement.

"Annual Percentage Rate" means the cost of your credit expressed as a yearly rate as set forth in the Schedule of Fees and Charges.

"Application" means your request to the Bank for the establishment of an Account in a manner approved by the Bank.

"Authorized User" means any person(s) permitted by you to obtain credit under your Account, whether or not named in your Application, or any person(s) to whom you lend your Card.

"Billing Cycle" means the time period that expires between regular Monthly Billing Statements.

"Card" means any Visa Credit Card credit card issued to you by the Bank pursuant to this Agreement which bears the service marks owned and licensed by Visa USA.

"Cash Advance" means cash credit extended by the Bank to you in the form of a loan of money made when you present the Card to the Bank or to another participating financial institution, including cash credit extended to you via an automated teller machine.

"Closing Date" means the date of the last day of a Billing Cycle.

"Credit Limit" means the maximum amount of credit available to you on your Account as set by the Bank from time to time.

"Credit Purchases" means extensions of credit from the Bank to you (other than Cash Advances) for Credit Purchases of merchandise or services through participating merchants, including mail or phone purchase orders of merchandise effectuated by using the account number on a Card.

"Bank" means Bank of Commerce or any other person or entity to which the Bank assigns this Agreement or any of its rights under this Agreement.

"Finance Charge" means the cost of credit extended to you on your Account as determined by the Bank expressed as a dollar amount.

"Grace Period" means the time period in which the New Balance on a Monthly Billing Statement must be paid in full to avoid the further assessment of a Finance Charge. The Grace Period begins on the day following the Closing Date of a Billing Cycle and extends until the Payment Due Date.

"Daily Periodic Rate" means 1/365th of the Annual Percentage Rate as set forth in the Schedule of Fees and Charges.

"Monthly Billing Statement" means the statement sent to you on a monthly basis reflecting all charges and credits to your Account for each Billing Cycle.

"New Balance" means the total of the Previous Balance together with New Credit Purchases, Cash Advances, accrued Finance Charge and other fees and charges, less payments and credits, posted to your Account during a Billing Cycle.

"New Credit Purchase(s)" means the Credit Purchase(s) posted to your Account during the Billing Cycle reflected on your most recent Monthly Billing Statement.

"Payment Due Date" means the date specified on your Monthly Billing Statement as the Payment Due Date for payment to the Bank on your Account.

"Preauthorized Charges" means Credit Purchases for which you have given your preauthorization for a merchant or other person to debit your Account at specified times.

"Previous Balance" means the balance of your Account at the beginning of a Billing Cycle, which is the same amount as that shown on the "New Balance" on your Monthly Billing Statement for the immediately preceding Billing Cycle.

"Schedule of Fees and Charges" means the schedule shown at the end of this Agreement, including all amendments to that schedule, which lists the costs associated with your Account.

"Unauthorized Use" means the use of your Card by a person who does not have actual, implied or apparent authority to use that Card. If you receive a benefit from the use of a Card by another or if a Card is used by an Authorized User, such use will not be regarded as Unauthorized Use.

2. **Account Access.** You may access your Account by using your Card or account number to make Credit Purchases and to obtain Cash Advances up to your Credit Limit, unless your Account is in default or has been terminated. If the Bank issues you a Personal Identification Number, you may also use your Card to obtain Cash Advances via automated teller machines which accepts your Card for that purpose.

3. **Promise to Pay.** You promise to pay to Bank all amounts charged to your Account by you or by any Authorized User who has access to your Account, with actual, apparent or implied authority for use of your Account, including Finance Charges and other fees according to the required minimum monthly payment schedule. Your liability will extend throughout the term of this Agreement and until all issued and outstanding Cards are returned to the Bank and all Preauthorized Charges are canceled by you. If you lend your Card to another person, you will have given that person actual, implied or apparent authority to use your Card and you will be liable for all Credit Purchases and Cash Advances made by that person on your Account until the Card is returned to you or the Bank. If more than one person is obligated under this Agreement, the Bank may accept directions and written notices from any one of those persons without requiring the consent of any other persons.

1. **Liability for Unauthorized Use - Loss/Stolen Card Identification.** You may be liable for the unauthorized use of your card if you do not notify us. You will not be liable for the unauthorized use that occurs after you notify the Bank, orally or in writing, of the loss, theft or possible unauthorized use. If you notify us, you will have no liability for unauthorized transactions. You can notify the Bank by calling (918) 696-7745 during normal business hours, or writing to Bank of Commerce, P.O. Box 512, Stilwell, Oklahoma 74960.

2. **Finance Charge.** The Finance Charges shown on your Monthly Billing Statement are figured by multiplying a Daily Periodic Rate (see Schedule of Fees and Charges for this rate and its corresponding Annual Percentage Rate) times the Daily Principal Balance of both Credit Purchases and Cash Advances as follows:

a. **Cash Advances.** A Finance Charge will be imposed on Cash Advances from the date charged to your account. Finance Charges will continue to accrue until the Closing Date of the Billing Cycle preceding the date on which the entire New Balance is paid in full by the Payment Due Date or until the date of payment if after the Payment Due Date. The Finance Charge for a Billing Cycle is computed by applying the Daily Periodic Rate to the Daily Principal Balance of Cash Advances. Each daily principal balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of each day of the Billing Cycle any new Cash Advances posted to your Account and subtracting any payments as received or credits as posted to your Account, but excluding any unpaid Finance Charges and other fees.

b. **Credit Purchases.** A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your Monthly Billing Statement for the previous Billing Cycle by the Payment Due Date (the time between the issuance of your Monthly Billing Statement and the corresponding Payment Due Date is the "Grace Period"). If you elect not to pay the entire New Balance shown on your previous monthly statement during the Grace Period, a Finance Charge will be imposed on the unpaid Daily Principal Balance of such Credit Purchases from the previous statement Closing Date and on New Credit Purchases from the date of posting to your Account during the current Billing Cycle. Finance Charges will then continue to accrue until the Closing Date of the Billing Cycle preceding the date on which the entire New Balance is paid in full by the Payment Due Date or until the date of payment if after the Payment Due Date. The Finance Charge for a Billing Cycle is computed by applying the daily Periodic Rate to the Daily Principal Balance of Credit Purchases. Each daily principal balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of each day of the Billing Cycle any New Credit Purchases posted to your Account, and subtracting any payments as received and credits as posted to your Account, but excluding any unpaid Finance Charges and other fees.

3. **Late Charge.** If you do not pay at least your minimum monthly payment by the Payment Due Date shown on your Monthly Billing Statement, the Bank may assess your Account a Late Charge in an amount as set forth in the Schedule of Fees and Charges.

4. **Over limit Fee.** If your unpaid balance exceeds your Credit Limit, the Bank may assess your Account an Over limit Fee in an amount as set forth in the Schedule of Fees and Charges. This over limit Fee is assessable for each Billing Cycle that your Account balance exceeds your Credit Limit.

5. **Returned Payment Charge.** You will be charged a Returned Payment Charge for each check, draft or order which you submit to Bank as a payment on your Account which is returned to Bank unpaid in an amount as set forth in the Schedule of Fees and Charges.

6. **Fees and Charges.** In addition to the Finance Charge, Late Charge, Over limit Fee, and Returned Payment Charge, you agree to pay to the Bank the additional fees and charges as described and set forth in the Schedule of Fees and Charges. All fees and charges will be automatically posted to your Account and will be included in the amount shown for Credit Purchases on your Monthly Billing Statement.

7. **Information Updates.** You will provide facts to update information contained in your original Application or other financial information related to you at Bank's request.

4. **Credit Limit.** You will be notified of your Account's Credit Limit which will be applicable to all amounts you owe on your Account at any time. Bank reserves the right to increase or decrease your Credit Limit without notice to you at any time in its sole discretion. You will keep your unpaid balance within the Credit Limit as set by Bank and you will pay any amount over your Credit Limit immediately to the Bank without demand, whether or not Bank authorized the Credit Purchase or Cash Advance which caused you to exceed your Credit Limit. Even if your unpaid balance is less than your Credit Limit, you will have no credit available during any time your Account is in default.

5. **Minimum Monthly Payment.** You will pay a minimum monthly payment equal to the greater of 4% rounded up to the next whole dollar of your Account's New Balance or \$40.00, unless your New Balance is less than \$25.00, in which case your payment will be that balance. You may pay any amount over your minimum monthly payment at any time without penalty. In addition to your minimum monthly payment, you agree to immediately pay to the Bank any amount past due or in excess of your Credit Limit. Payments must be received by the Bank in the manner set forth on your most current Monthly Billing Statement on or before the Payment Due Date. All payments must be made in lawful money of the United States. You will have a payment due every month on the specified Payment Due Date even if than a regularly scheduled minimum monthly payment at any previous time.

6. **Monthly Billing Statements.** Bank will mail you a Monthly Billing Statement each month in which there is a debit or credit balance over \$1.00, or when a Finance Charge is imposed. Bank need not send you a monthly statement if Bank feels your Account is uncollectible or has started collection proceedings against you because you defaulted. Except where federal law requires otherwise, the Monthly Billing Statement will be final as to the amount owed unless you object in writing within 60 days after the Bank has mailed the Monthly Billing Statement to you. Your right under federal law to the correction of billing errors is explained in the notice of Your Billing Rights which appears at the end of this Agreement.

7. **Set Off and Lien Impressionment.** Unless prohibited by law, the Bank shall have the right to set off the amount of any funds you have in your Accounts with the Bank or any other amounts owed to you by the Bank against any amounts charged to your Account after your Account has been canceled or terminated. This right of setoff will not extend to any deposits established under a governmental approved tax deferral deposit plan such as an I.R.A. or KEOGH account. Bank also impresses a lien upon your shares and dividends and has the right to enforce that lien in a manner similar to enforcing its right of setoff.

8. **Security.** If you have given the Bank a security interest in any property (other than your principal dwelling or "household goods" as defined in the Federal Trade Commission's Credit Practices Rule) as part of any other agreement with the Bank, that property is also pledged by you as security for the credit extended under this Agreement, unless prohibited by law. This provision is the Security section under the Truth in Lending disclosure of this Agreement as well as a statement of contract which results in collateral securing other loans with Bank also securing this Agreement.

To the extent permitted by law, you grant Bank a purchase money security interest in all goods you purchase under your Account to the extent you continue to owe Bank for the purchase of such goods under your Account if such goods are "household goods", and to the extent you continue to owe Bank any money under your Account if such goods are not "household goods". Further, if you give Bank a specific pledge of other collateral to secure the repayment of your Account, such as a pledge of your shares or deposits, then such other collateral will also secure the repayment of your Account.

9. **Application of Payments.** The Bank reserves the right to apply the payments to your Account in any manner it may choose in its sole discretion. Generally, the Bank will elect to apply each payment in the following order: (1) Late fees; (2) other unpaid fees and charges; (3) unpaid Finance Charges; (4) Credit Purchases from previous Billing Cycles; (5) Cash Advances as of the closing date of the last statement; and (6) Cash Advances this Billing Cycle and (7) Credit Purchases from this Billing Cycle.

10. **Default and Remedy.** You will be in default and the Bank may, to the extent permitted by law, terminate your Account and declare the entire unpaid balance of your Account immediately due and payable if:

- a. You do not make any payment or perform any obligation under this Agreement or any other agreement that you have with Bank; or
- b. You have made a false or misleading statement on your Application and/or in your representations to Bank while you owe money on your Account; or
- c. You should die, or be involved in any bankruptcy, insolvency, receivership or custodial proceedings brought by or against you; or A judgment or tax lien should be filed against you or any attachment or garnishment should be issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any of your funds on deposit with Bank; and/or
- d. Bank should, in good faith, believe your ability to repay any indebtedness due under your Account is or soon will be impaired, time being of the very essence.

If more than one person is obligated under this Agreement, the Bank may proceed with collection action against any one of the persons obligated under this Agreement without first proceeding against or collecting from any other person. To the extent permitted by law, the Bank shall be reimbursed by you for all of its costs and expenses, including actual attorneys' fees, incurred in the course of collecting any amounts owed on your Account.

11. **Change of Address.** You will notify Bank promptly if you move or otherwise have a change of address.

12. **Foreign Transactions.** Transactions occurring outside of the United States under foreign currency rates will be posted to your Account in U.S. Dollars and may be more or less than the U.S. Dollar amount when you made the Credit Purchase or obtained the Cash Advance, due to changes in the foreign exchange rate. The conversion rate to U.S. Dollars will be at the (i) wholesale market rate, or (ii) the government mandated rate, whichever is applicable, in effect one day prior to the processing date. In addition the Bank will pass on to you an International Service Assessment fee which will not exceed 1.00% of the amount of the foreign transaction.

13. **Refunds and Returns.** If a merchant or other person honoring your Card agrees to give you a refund or adjustment on a Credit Purchase, you agree to accept a credit to your Account in lieu of a cash refund or cash adjustment.

14. **Disputes.** You agree to make a good faith effort to settle all disputes concerning Credit Purchases made through the use of your Card with the merchant or other person honoring the Card. Except as provided in the notice of Your Billing Rights, you agree to pay the Bank all amounts charged to your Account despite any such dispute.

15. **Waiver of Claims.** You waive and release Bank from all defenses, rights and claims you may have against any person or company honoring a Card or other access device or not permitting a Credit Purchase or Cash Advance, except where such rights cannot be waived under the Fair Credit Billing Act (see Your Billing Rights). If your Account is available to provide overdraft protection to a deposit account under a separate Overdraft Protection Request/Agreement, you hold Bank harmless from any and all claims which might otherwise arise if an advance is not processed to cover an overdraft regardless of whether or not credit was available under your Account.

16. **Cancellation.** You may cancel this Agreement with Bank or revoke any Authorized User's status at any time by notifying Bank in writing and returning any affected Card. You understand and agree that Bank has up to ten (10) days after such notice to effectuate your cancellation or revocation of Authorized User's status. You remain obligated to Bank for all Credit Purchases or Cash Advances made prior to or up to thirty (30) days after such cancellation or revocation, and Bank may declare your balance due and payable together with all applicable Finance Charges and other fees and charges; otherwise you remain obligated to repay any unpaid balance according to this Agreement.

Visa Classic or Platinum	
Interest Rates and Interest Charges	
Annual percentage Rate (APR) for Purchases	11.99% - 22.99% based on your creditworthiness This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	11.99% - 22.99% based on your creditworthiness This APR will vary with the market based on the Prime Rate
How to Avoid Paying Interest on Purchases	Your due date is 26 days after the close of the billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month
Minimum Interest Charge	None
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees

Annual Fee	None
Transaction Fees	
• Cash Advance Fee	\$25.00
• Foreign Transaction Fee	Up to 1% of the transaction amount
Penalty Fees	
• Late Payment	Up to \$25.00
• Over the Limit Fee	\$15.00
• Returned Payment	Up to \$25.00
• Insufficient Funds	\$20.00

How We Will Calculate Your Balance: The Finance Charges shown on your Monthly Billing Statement are figured by multiplying a Daily Periodic Rate times the Daily Principal Balance of both Credit Purchases and Cash Advances. An explanation of this method is described in our Visa Credit Card Terms and Conditions - Section 5.